



Pathwayz Communications, Inc.
P. O. Box 19417
Amarillo, TX 79114

www.pathwayz.com

February 10, 2010

Received & Inspected

Federal Communications Commission
Attn: Marlene H. Dortch, Office of the Secretary
445 12th Street, SW, Suite TW-A325
Washington, DC 20554

FEB 22 2010
FCC Mail Room

Re: EB Docket No. 06-36

Dear Ms. Dortch:

We are submitting this filing in reference to EB Docket No. 06-36 for 2009. Enclosed are our annual certification statement and procedures for compliance.

Pathwayz Communications, Inc., certifies that Pathwayz Communications, Inc. is in compliance with Section 64.2009 of the Commission's rules. If you have any questions as the result of this filing, do not hesitate to contact me.

Respectfully,


Paul Chapman, President
Pathwayz Communications, Inc.

cc: Federal Communications Commission, Enforcement Bureau,
Telecommunications Consumers Division, 445 12th Street S.W., Washington, D.C.
20554

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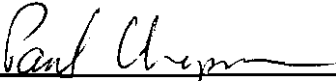
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2009 Annual Certification of Compliance 47 C.F.R. Sec. 64.2009
Pathwayz Communications, Inc.
FCC Filer ID 821768

My name is Paul Chapman. I am an officer of Pathwayz Communications, Inc., with personal knowledge that Pathwayz Communications, Inc., has established operating procedures concerning Customer Proprietary Network Information "CPNI" that are adequate to ensure compliance with 47 C.F.R. Sec. 64.2009.

Pathwayz Communications, Inc. does not use CPNI when conducting outbound marketing. Customers' CPNI is not disclosed to third parties without prior approval of the customers. When services are marketed to customers, it is by insert with monthly bills. Any Pathwayz employee who discloses CPNI in violation of FCC rules is subject to disciplinary action and possible termination. Attached is a copy of Pathwayz' CPNI policy/procedures, to demonstrate compliance with the rule. The company has not received any customer complaints in the past year concerning unauthorized release of CPNI.

I certify under penalty of perjury that the foregoing is true and correct.



Paul Chapman, President
Pathwayz Communications, Inc.
February 10, 2010

PATHWAYZ COMMUNICATIONS, INC.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI") PROCEDURES

The operating procedures of Pathwayz Communications, Inc. ("Pathwayz") are designed to ensure compliance with the CPNI rules applicable to telecommunications carriers. These procedures are designed to meet Pathwayz' duty to protect CPNI from any disclosure or use that is not permitted by the rules of the Federal Communications Commission.

- A. All disclosures or uses of Customer Proprietary Network Information ("CPNI") are to be approved by the customer except for valid law enforcement requests. Lacking customer approval, any request to utilize CPNI requires approval of the President or Vice President to determine validity.**
- B. All disclosures of CPNI for law enforcement will be listed in the CPNI notebook/file along with backup documentation maintained by the designee of the Vice President. Pathwayz does not disclose CPNI to third parties to be used for marketing purposes.**
- C. All outbound marketing request campaigns must be approved by the President or Vice President. Such approval will require use of lists of customers showing the opt-in or opt-out approvals including history of notices to customers.**
- D. In instances of opt-out mechanisms that do not work properly, the Vice President, and/or the President are required to notify the FCC within five (5) business days in writing. The notice shall be in the form of a letter, and shall include the carrier's name, a description of the opt-out mechanism(s) used, the problem(s) experienced, the remedy proposed and when it will be/was implemented, whether the relevant state commission(s) has been notified and whether the state commission(s) has taken any action, a copy of the notice provided to customers, and contact information. Such notice must be submitted even if the carrier offers other methods by which customers may opt-out.**
- E. Employees will be educated on the company's CPNI policy not to improperly disclose or use CPNI. Meetings are conducted annually, or as needed if questions arise regarding the policy.**
- F. A corporate officer acting as agent for the Company will certify on an annual basis stating that the officer has personal knowledge that the Company has established the above operating procedures and that**

these procedures are adequate to ensure compliance with applicable CPNI rules.

- G. Employees and vendors are required to complete a disclosure agreeing to maintain the security and confidentiality of customer data (see attached).**

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is effective _____ by and between Pathwayz Communications, Inc. and _____, an employee of Pathwayz Communications.

Pathwayz is required to provide certain confidential and competitively sensitive data relating to its customers to the Employee.

Upon receipt of Customer Data from Pathwayz, the Employee shall be responsible for maintaining the security and confidentiality of Customer Data and for ensuring that Customer Data is used solely for the purposes authorized under providing service to the clients. The Employee shall not enable, authorize, permit, or allow use of Customer Data for any purpose or by any authorized party except as specifically authorized under the services. The Employee shall not enable, authorize, permit or allow any other party to use or view the Customer Data. The Employee shall institute reasonable measures to ensure that Customer Data is maintained in a physically and electronically secure manner such that it may not be viewed, copied, appropriated, disseminated, or distributed except as specifically authorized.

This Agreement shall commence on the date noted above and shall remain in full force and effect for so long as the Employee maintains or has access to Customer Data or for a period of two years thereafter.

<u>Pathwayz Communications, Inc.</u>	_____ (Employee)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into effective _____ by and between Pathwayz Communications, Inc. acting as the Telephone Service Provider (TSP) and _____, a Vendor or Sales Agent for Pathwayz Communications (VPC).

The TSP may provide certain confidential and competitively sensitive data relating to its customers to the VPC.

Upon receipt of Customer Data from the TSP, the VPC shall be responsible for maintaining the security and confidentiality of Customer Data and for ensuring that Customer Data is used solely for the purposes authorized under providing service to the clients. The VPC shall not enable, authorize, permit, or allow use of Customer Data for any purpose or by any authorized party except as specifically authorized under the services. The VPC shall not enable, authorize, permit or allow any other party to use or view the Customer Data. The VPC shall institute reasonable measures to ensure that Customer Data is maintained in a physically and electronically secure manner such that it may not be viewed, copied, appropriated, disseminated, or distributed except as specifically authorized under the service. In addition, the VPC shall institute reasonable measures to prevent its agents, representatives, employees, contractors and servants from viewing, copying, appropriating, disseminating, or distributing in any manner any Customer Data except as specifically authorized under the services.

The VPC shall indemnify and hold TSP harmless from and against any suit, claim, demand, action, or liability for any damages, costs, or expenses (including reasonable attorneys fees) resulting from or arising out of the breach of any covenant, representation, or warranty or its performance or non-performance under this Agreement by the VPC, its agents, representatives, employees, contractors, or servants.

This Agreement shall commence on the date noted above and shall remain in full force and effect for so long as the VPC maintains or has access to Customer Data or for a period of two years thereafter.

<u>Pathwayz Communications, Inc. (TSP)</u>	_____ (VPC)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____